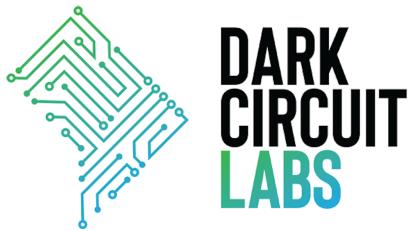


EXHIBIT J



Delivery via Regular & Certified Mail (R.R.R.) and Email

March 15, 2023

Michael Frank
904 Elden Street,
Herndon, VA, 20170
m.afrank@yahoo.com

Re: Acceptance of Resignation

Dear Mr. Frank:

Dark Circuit Labs, Inc. (“DCL”), a Delaware corporation, is in receipt of your email, dated March 14, 2023, noticing your intent to resign from employment with DCL as of March 15, 2023. This letter serves to inform you that your notice of resignation is accepted and your employment with DCL will be terminated effective as of March 15, 2023 (“Separation Date”). After the Separation Date, you will not represent yourself as being an employee, officer, agent, or representative of the Company for any purpose.

Except as otherwise set forth in this letter, the Separation Date will be your employment termination date for all purposes, meaning you will no longer be entitled to any further compensation, monies, or other benefits from DCL, including coverage under any benefits plans or programs sponsored by DCL. Your final paycheck, including your full pay subject to all withholdings and deductions as required by law through the Separation Date, will be issued on the next payroll date following the Separation Date and delivered in the manner in which you typically receive your paycheck. Your current health care coverage through DCL’s benefits plan (“Plan”) will continue until March 31, 2023 at the active employee rate. If you timely and properly elect COBRA continuation coverage under the Plan, you will be able to continue coverage for up to eighteen (18) months commencing on April 1, 2023 and shall be responsible for the entire COBRA premium for the applicable COBRA continuation period. You will receive a separate letter with a COBRA Election Form describing the coverage continuation process from the Plan.

Please be advised that by the Separation Date you must return all DCL property, including identification cards or badges, access codes or devices, keys, laptops, computers, telephones, mobile phones, hand-held electronic devices, credit cards, electronically stored documents or files, physical files and any other DCL property and information in your possession.



Further, please recall that, on July 30, 2022, you executed a Confidentiality Non-Competition and Protectable Rights Agreement (“Restrictive Covenants Agreement”), a copy of which is enclosed, which includes but is not limited to the following provisions: (i) a non-competition clause (Section 4); (ii) non-solicitation clauses (Sections 4 and 5); (iii) a non-disclosure clause (Section 3); and (iv) inventions clause (Section 9). The Restrictive Covenants Agreement survives your employment with DCL and the non-compete and non-solicitation clauses remain in effect until March 15, 2024. You also have a continuing duty of loyalty, which prohibits you from disclosing DCL’s confidential or trade secret information at any time during or following your employment with DCL. DCL is fully prepared to defend its rights should you choose to breach the Restrictive Covenants Agreement and will do so to the full extent necessary to protect itself.

As it relates to your ongoing obligations under the inventions clause, pursuant to Section 9(e) of the Restrictive Covenants Agreement, you must disclose to DCL “all Company Inventions made or conceived by [you] (solely or jointly with others) during the term of [your] employment or working with [DCL].” You are hereby directed to disclose to DCL in writing on or before March 17, 2023 all inventions made by you as of the Separation Date to permit a determination by DCL as to whether or not the innovations are or should be considered Company Inventions as defined by the Restrictive Covenants Agreement.

If you have any questions about this letter or the Restrictive Covenants Agreement referenced herein, please contact me at larry@darkcircuitlabs.com. Please acknowledge below your receipt of this letter and email a copy of the signed letter back to me.

We wish you all the best in your future endeavors.

Very truly yours,

Larry Littleton
Chief Financial Officer
Dark Circuit Labs, Inc.

Enclosures

Michael Frank

Date